Duval & Stachenfeld LLP Attorneys for Plaintiff By: Allan N. Taffet, Esq. (AT-5181) Joshua C. Klein, Esq. (JK-4558) 300 East 42<sup>nd</sup> Street

New York, New York 10017 Tel. No.: (212) 883-1700

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DLJ MORTGAGE CAPITAL, INC.,

Plaintiff,

-against-

CAMERON FINANCIAL GROUP, INC.,

Defendant.



JUDGE PRESKA

**COMPLAINT** 

707°CW 3746

ECF CASE (LAP) (HP)

Plaintiff DLJ Mortgage Capital, Inc. (hereinafter "DLJMC" or "plaintiff"), by its attorneys, Duval & Stachenfeld LLP, for its complaint against defendant Cameron Financial Group, Inc. ("Cameron" or "Defendant"), alleges as follows:

## JURISDICTION AND VENUE

- 1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff DLJMC is a Delaware corporation with its principal place of business in New York. Upon information and belief, Cameron is a California corporation with its principal place of business in California. The matter in controversy exceeds \$75,000.00, exclusive of interest and costs.
  - 2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

## THE PARTIES

- 3. Plaintiff DLJMC is a corporation organized and existing under the laws of the state of Delaware. DLJMC is a purchaser of mortgage loans and maintains its principal place of business in New York, New York.
- Upon information and belief, defendant Cameron is a corporation organized 4. and existing under the laws of the state of California. Upon information and belief, Cameron is a mortgage banker and maintains its principal place of business in San Luis Obispo. California.

## **FACTUAL ALLEGATIONS**

## Cameron's Failure to Honor Its Obligations Under the Cameron Purchase Agreements

- 5. On June 1, 2001, DLJMC and Cameron entered into a Seller's Purchase, Warranties and Interim Servicing Agreement (the "Original Purchase Agreement").
- 6. On April 1, 2005, DLJMC and Cameron entered into an Amended and Restated Seller's Purchase, Warranties and Interim Servicing Agreement (the "Amended and Restated Purchase Agreement").
- 7. Under the Original Purchase Agreement and the Amended and Restated Purchase Agreement, Cameron would originate and sell mortgage loans to DLJMC in accordance with the respective terms of each Purchase Agreement.
- 8. DLJMC has performed and completed all of the terms and conditions required of it by the Original Purchase Agreement and the Amended and Restated Purchase Agreement, (collectively, the "Cameron Purchase Agreements").
- 9. As set forth below, Cameron has breached the Cameron Purchase Agreements in several respects, including, but not limited to, failing to repurchase loans due to early payment defaults pursuant to Sections 3.05 of each of the Cameron Purchase Agreements.

- 10. Pursuant to Sections 3.05 of the Cameron Purchase Agreements, entitled "Repurchase of Mortgage Loans with Early Payment Defaults," Cameron agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within three months after the Closing Date (as defined in the Cameron Purchase Agreements) for such Mortgage Loans. Sections 3.05 of the Cameron Purchase Agreements specifically provide as follows:
  - If (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . [Cameron], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC], in accordance with the procedures set forth in Sections 3.03 hereof, however, any such repurchase shall be made at the Repurchase Price.
- 11. Thus, the Cameron Purchase Agreements expressly and unambiguously confer upon DLJMC the right to cause Cameron to repurchase, and impose on Cameron the obligation to repurchase, at the Repurchase Price, any Early Payment Default Loans as to which DLJMC requests repurchase.
- 12. Further, pursuant to Sections 8.01 of the Cameron Purchase Agreements, Cameron agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DLJMC may sustain in any way related to Cameron's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Cameron Purchase Agreements. See Cameron Purchase Agreements, Sections 8.01.

## The Cooper Loan

13. On or about November 28, 2005, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower

Gertrude Cooper ("Cooper") in the original amount of \$265,500.00 (the "Cooper Loan").

The Cooper Loan is evidenced by a Note in connection with the real property located at 900 34<sup>th</sup> Avenue North, Minneapolis, Minnesota 55412.

- 14. In December, 2005 and January, 2006, Cooper failed to make the required monthly payments and became delinquent on the Cooper Loan.
- 15. On February 22, 2006, DLJMC requested that Cameron repurchase the Cooper Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit A is a true and correct copy of DLJMC's February 22, 2006 repurchase request).
- 16. To date, Cameron has failed and refused to repurchase the Cooper Loan from DLJMC.

## The Roque Loan

- 17. On or about November 28, 2005, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Zenaida Roque ("Roque") in the original amount of \$329,000.00 (the "Roque Loan"). The Roque Loan is evidenced by a Note in connection with the real property located at 816 East Calbas Street, Carson, California 90745.
- 18. In February, 2006, Roque failed to make the required monthly payment and became delinquent on the Roque Loan.
- 19. On June 27, 2006, DLJMC requested that Cameron repurchase the Roque Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit B is a true and correct copy of DLJMC's June 27, 2006 repurchase request).

20. To date, Cameron has failed and refused to repurchase the Roque Loan from DLJMC.

## The Johnson Loan

- 21. On or about November 28, 2005, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Donell Johnson ("Johnson") in the original amount of \$701,700.00 (the "Johnson Loan"). The Johnson Loan is evidenced by a Note in connection with the real property located at 7643 Seattle Drive, La Mesa, California 91941.
- 22. In February, 2006, Johnson failed to make the required monthly payment and became delinquent on the Johnson Loan.
- 23. On April 28, 2006, DLJMC requested that Cameron repurchase the Johnson Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit C is a true and correct copy of DLJMC's April 28, 2006 repurchase request).
- 24. To date, Cameron has failed and refused to repurchase the Johnson Loan from DLJMC.

### The Vasquez Loans

25. On or about June 29, 2006, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased two mortgage loans made to borrower Florentina Vasquez ("Vasquez") in the original amounts of \$456,000.00 (the "First Vasquez Loan") and \$114,000.00 (the "Second Vasquez Loan" and together with the "First Vasquez Loan," the "Vasquez Loans"). The Vasquez Loans are each evidenced by a Note in connection with the real property located at 12638 Glenoaks Boulevard, Sylmar, California 91342.

- 26. In August, 2006, Vasquez failed to make the required monthly payment and became delinquent on the First Vasquez Loan.
- 27. On October 19, 2006, DLJMC requested that Cameron repurchase the First Vasquez Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit D is a true and correct copy of DLJMC's October 19, 2006 repurchase request).
- 28. In July, 2006, Vasquez failed to make the required monthly payment and became delinquent on the Second Vasquez Loan.
- 29. On February 16, 2007, DLJMC requested that Cameron repurchase the Second Vasquez Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit E is a true and correct copy of DLJMC's February 16, 2007 repurchase request).
- 30. To date, Cameron has failed and refused to repurchase the Vasquez Loans from DLJMC.

## The Guereca Loan

- 31. On or about June 29, 2006, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Maria Guereca ("Guereca") in the original amount of \$172,800.00 (the "Guereca Loan"). The Guereca Loan is evidenced by a Note in connection with the real property located at 3874 Steinbeck Drive, Las Vegas, Nevada 89115.
- 32. In July, 2006, Guereca failed to make the required monthly payment and became delinquent on the Guereca Loan.
- 33. On February 16, 2007, DLJMC requested that Cameron repurchase the Guereca Loan from DLJMC due to the early payment default under Sections 3.05 of the

Cameron Purchase Agreements. (Attached hereto as Exhibit E is a true and correct copy of DLJMC's February 16, 2007 repurchase request).

34. To date, Cameron has failed and refused to repurchase the Guereca Loan from DLJMC.

## The Martinez Loan

- 35. On or about June 29, 2006, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Victoria Martinez ("Martinez") in the original amount of \$74,000.00 (the "Martinez Loan"). The Martinez Loan is evidenced by a Note in connection with the real property located at 15500 Tustin Village Way # 26, Tustin, California 92780.
- 36. In August, 2006, Martinez failed to make the required monthly payment and became delinquent on the Martinez Loan.
- 37. On October 19, 2006, DLJMC requested that Cameron repurchase the Martinez Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit D is a true and correct copy of DLJMC's October 19, 2006 repurchase request).
- 38. To date, Cameron has failed and refused to repurchase the Martinez Loan from DLJMC.

### The Josephson Loan

39. On or about June 29, 2006, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Larry Josephson ("Josephson") in the original amount of \$112,000.00 (the "Josephson Loan"). The Josephson Loan is evidenced by a Note in connection with the real property located at 304 South Osborne Avenue, Gillette, Wyoming 82716.

- 40. In July, 2006, Josephson failed to make the required monthly payment and became delinquent on the Josephson Loan.
- 41. On September 25, 2006, DLJMC requested that Cameron repurchase the Josephson Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit F is a true and correct copy of DLJMC's September 25, 2006 repurchase request).
- 42. To date, Cameron has failed and refused to repurchase the Josephson Loan from DLJMC.

#### The Combs Loan

- 43. On or about June 29, 2006, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Joanne Combs ("Combs") in the original amount of \$196,000.00 (the "Combs Loan"). The Combs Loan is evidenced by a Note in connection with the real property located at 1041 Edgerton Avenue, St. Paul, Minnesota 55101.
- 44. In August and September, 2006, Combs failed to make the required monthly payments and became delinquent on the Combs Loan.
- 45. On February 16, 2007, DLJMC requested that Cameron repurchase the Combs Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit E is a true and correct copy of DLJMC's February 16, 2007 repurchase request).
- 46. To date, Cameron has failed and refused to repurchase the Combs Loan from DLJMC.

## The Shah Loans

- 47. On or about June 29, 2006, pursuant to the Cameron Purchase Agreements. Cameron sold and DLJMC purchased two mortgage loans made to borrower Fakhra Shah ("Shah") in the original amounts of \$404,000.00 (the "First Shah Loan") and \$75,750.00 (the "Second Shah Loan" and together with the "First Shah Loan," the "Shah Loans"). The Shah Loans are each evidenced by a Note in connection with the real property located at 1527 East Tierra Court, Gilbert, Arizona 85296.
- 48. In August and October, 2006, Shah failed to make the required monthly payments and became delinquent on the Shah Loans.
- 49. On January 12, 2007, DLJMC requested that Cameron repurchase the Shah Loans from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit G is a true and correct copy of DLJMC's January 12, 2007 repurchase request).
- 50. To date, Cameron has failed and refused to repurchase the Shah Loans from DLJMC.

## The Conedy Loan

- 51. On or about October 26, 2006, pursuant to the Cameron Purchase Agreements, Cameron sold and DLJMC purchased a mortgage loan made to borrower Patricia Conedy ("Conedy") in the original amount of \$50,000.00 (the "Conedy Loan"). The Conedy Loan is evidenced by a Note in connection with the real property located at 2051 West 83<sup>rd</sup> Street, Los Angeles, California 90047.
- 52. In November and December, 2006, Conedy failed to make the required monthly payments and became delinquent on the Conedy Loan.

- 53. On January 24, 2007, DLJMC requested that Cameron repurchase the Conedy Loan from DLJMC due to the early payment default under Sections 3.05 of the Cameron Purchase Agreements. (Attached hereto as Exhibit H is a true and correct copy of DLJMC's January 24, 2007 repurchase request).
- 54. To date, Cameron has failed and refused to repurchase the Conedy Loan from DLJMC.

## FIRST CLAIM FOR RELIEF (Breach of Contract)

- 55. Plaintiff DLJMC realleges paragraphs 1 through 54 of this complaint as if fully set forth herein.
- 56. Pursuant to Sections 2.01 of the Cameron Purchase Agreements, Cameron agreed to sell, and DLJMC agreed to purchase, the subject mortgage loans and the servicing rights related to those subject mortgage loans.
- 57. Pursuant to Sections 3.05 of the Cameron Purchase Agreements, Cameron agreed that "[i]f (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . . [Cameron], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC][.]"
- 58. DLJMC has requested that Cameron repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan due to their respective violations of the Cameron Purchase Agreements, as set forth in paragraphs 13 through 54 above. The amount due to repurchase these Loans, as of April 30, 2007, is \$2,719,520.50.

- 59. Cameron has failed and refused to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan in violation of the terms of the Cameron Purchase Agreements.
- 60. DLJMC has performed its obligations under the Cameron Purchase Agreements.
- 61. As a direct, proximate and actual result of Cameron's breach of its obligations to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan, DLJMC has suffered damages in an amount to be determined at trial, but which is not less than \$2,719,520.50 as of April 30, 2007.

## SECOND CLAIM FOR RELIEF (Unjust Enrichment)

- 62. Plaintiff DLJMC realleges paragraphs 1 through 61 of this complaint as if fully set forth herein.
- 63. For each of the loans at issue, Cameron received payment from DLJMC when it purchased the loans.
- 64. Cameron now has wrongfully refused to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan, causing DLJMC to lose the use of those moneys due and owing, and requiring DLJMC to incur attorneys' fees to recover these costs due under the Cameron Purchase Agreements. It would be unjust and inequitable to allow Cameron to benefit in this manner.

65. By reason of the foregoing, Cameron has been unjustly enriched at the expense of DLJMC, and DLJMC has suffered damages in an amount to be established at trial.

# THIRD CLAIM FOR RELIEF (Indemnification – Legal Fees and Related Costs)

- 66. Plaintiff DLJMC realleges paragraphs 1 through 65 of this complaint as if fully set forth herein.
- 67. Pursuant to Sections 8.01 of the Cameron Purchase Agreements, Cameron agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DLJMC may sustain in any way related to Cameron's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Cameron Purchase Agreements. See Cameron Purchase Agreements, Sections 8.01.
- 68. Cameron's indemnification obligation expressly includes the legal fees and related costs and any other costs, fees and expenses that DLJMC may sustain in connection with Cameron's failure to observe and perform its obligation to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan, including, but not limited to, the attorneys' fees and other expenses incurred in this action.
- 69. Cameron is therefore liable to DLJMC for all of DLJMC's legal fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in connection with Cameron's failure to observe and perform its obligation to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan.

## PRAYER FOR RELIEF

WHEREFORE, plaintiff DLJMC respectfully requests judgment against Cameron as follows:

- A. Ordering Cameron to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan for the amount of \$2,719,520.50 as of April 30, 2007, plus interest;
- B. Awarding DLJMC its attorneys' fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in this action in connection with Cameron's failure to observe and perform its obligations to repurchase the Cooper Loan, Roque Loan, Johnson Loan, Vasquez Loans, Guereca Loan, Martinez Loan, Josephson Loan, Combs Loan, Shah Loans and Conedy Loan; and
- C. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York May 11, 2007

> Duval & Stachenfeld LLP Attorneys for Plaintiff DLJ Mortgage Capital, Inc.

By:

Man N. Taffet, Esq. (AT-5181) Joshua C. Klein, Esq. (JK-4558)

300 East 42<sup>nd</sup> Street

New York, New York 10017 Tel. No.: (212) 883-1700

## Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

February 22, 2006

Mr. Carey Fierro Cameron Financial Group, Inc. 1065 Hilguera Street San Luis Obispo, CA, 93401

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$274,632,27. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on March 01, 2006 to DLJMC as follows:

Citibank New York, NY ABA #: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$65.90 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files or if you should require any additional information.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Kelvin Fynaardt

NO.961 Case 2:07-cv-03746-LAP Filed 05/11/2007 Page 17 of 45 Document 1 ULJ Mortgage Capital, INC. C/O Credit Suisse Securities (USA) LLC Eleven Madison Avenue - 4th Floor New York, NY 10010-3629 Issue Date: N/A - Actual
Settlement Date: 406891407 Cameron Phancial Croup; Fix. March 1, 2006 2005004400 The Following are DLI Mortgage Capital, Inc. wiring instructions. COOPER 1928/05 FAIRBK 02/15/05 \$265,057.08 01,01.06 99 \$5,930,65 60 Days Late for Dec & 30 Days Late for Jan

# Credit Suisse Securities (USA) LLC

DLI Mortgage Capital, Inc. • Bleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

#### By Overnight Courier

June 27, 2006

Mr. Carey Fierro Cameron Financial Group, Inc. 1065 Hilguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$341,286.32. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on July 05, 2006 to DLJMC as follows:

Citibank New York, NY ABA #: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$62,60 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me at (212) 325-6605 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Kelvin Fynaardt

3:31PM NO.967 Case 2:07-cv-03746-LAP Filed 05/11/2007 Page 21 of 45 Document 1 Purchaser: Cametone Entered Croup Locusting DLJ Mortgage Capital, INC. CIO Credit Suisse Securities (USA) LLC Eleven Madison Avenue - 4th Floor New York, NY 10010-3629 Issue Date: N/A - Actual Settlement Date: 46891421 July 5, 2006 2005005694 ROOUE 11/28/05 FAIRBK 30/15/50 \$329,000.00 04/01/05 Per Dien (for repurchase after or diencent date): School Per Dien (for repurchase after or diencent date): School Per Dien (services for arconsible to removase the best services for outsigning corporate and secrow advances related to the brank at the time of the servicing transfer. 124 \$7,762.57 101,3750 \$4,523.76

Filed 05/11/2007 Page 22 of 45 Document 1

Case 2:07-cv-03746-LAP

# Credit Suisse Securities (USA) LLC

DLI Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

#### By Overnight Courier

April 28, 2006

Mr. Carey Fierro Cameron Financial Group, Inc. 1065 Hiiguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$724,769.36. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on May 05, 2006 to DLJMC as follows:

Citibank New York, NY ABA#: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$142.78 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Rick Hahn

cc: - Olivia Hafner cc: - Kelvin Fynaardt Case 2:07-cv-03746-LAP Filed 05/11/2007 Page 25 of 45 Document 1 issue Date: N/A - Actual Settlement Date: 105891424 May 5, 2006 2005006119 The Folkowing are DLJ Mortgage Capital, bic, wiring instructions: NOSNHOF 182805 FAIRBK 03/33/06 \$701,700,00 GSID106 7,3250 \$142,78 94 \$13,420.99 TOTAL DUE DILI MORTGAGE CAPITAL, INC.: : 372603556 101,3780 \$4,648,38 \$724,769.36 Reason Ex Reputch 30 days labe for February

## Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. ◆Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 •(212) 325-2000

## By Overnight Courier

October 19, 2006

Mr. Carey Fierro Cameron Financial Group, Inc. 1065 Hilguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$551,328.44. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price. each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on October 26, 2006 to DLJMC as follows:

Citibank New York, NY ABA #:021-000-089 Account: DLJ Mortgage Capital, Inc. Account #:30489038 Attn:Frederick Hahn Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$118.15 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me Rick Hahn (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Kelvin Fynaardt

P.15/24 CREDIT SUISSE Case 2:07-cv-03746-LAP Page 29 of 45 Filed 05/11/2007 Document 1 408183669 408183678 Purchaser: வோள்ளையாகர்கோள்கள் Issue Date: N/A - Actual Settlement Date: DLJ Mortgage Capital, INC. C/O Gradit Suisse Securities (USA) LLG Eleven Medison Avenue - 4th Floor New York, NY 19010-3629 2006000505 2006000905 October 26, 2006: Martinez Zantosay 06Z905 PARIDA SUDERIO BOTTENED \$455,000.00 03/01/06 \$73,981.06 03/01/06 7:3000 12:5000 \$52.47 \$25.68 115 \$10,630.67 115 \$2,954.10 TOTAL DUE DIJ MORTGAGE CAPITAL, INC.: 1. SECTORISE 101.4641 101.4641 \$8,676,43 \$1,080,18 \$473,319.10 \$78,018.34 60 Days Late for Aug. NSF Check Reason For Reputchase

## **Credit Suisse Securities (USA) LLC**

DLJ Mortgage Capital, Inc. •Eleven Madlson Avenue, 4th Floor, New York, New York 10010-3629 =(212) 325-2000

#### By Overnight Courier

February 16, 2007

Mr. Carey Fierro Cameron Financial Group, Inc. 1065 Hiiguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$500,694.43. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on February 23, 2007 to DLJMC as follows:

Citibank
New York, NY
ABA #:021-000-089
Account:DLJ Mortgage Capital, Inc.
Account #:30489038
Attn:Frederick Hahn
Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$115.58 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Kelvin Fynaardt Case 2:07-cv-03746-LAP

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

#### By Overnight Courier

September 25, 2006

Mr. Carey Fierro Cameron Financial Group, Inc. 1065 Hilguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$146,621.81. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due, Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on October 02, 2006 to DLJMC as follows:

Citibank New York, NY ABA #:021-000-089 Account: DLJ Mortgage Capital, Inc. Account #:30489038 Attn:Frederick Hahn Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$38.07 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files,

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Kelvin Fynaardt

NU.967 Case 2:07-cv-03746-LAP Page 37 of 45 Filed 05/11/2007 Document 1 DLJ Mortgage Capital, INC. C/O Credit Suisse Securities (USA) LLC Eleven Madison Avenue - 4th Floor New York, NY 40010-3629 408183684 408183684 Issue Date: N/A - Actual Settlement Date: Cameron Emandal Chesip Incl 2006004232 2006004233 AIC: D.J. Hortgage Capital, Inc. Reference: Cameron Financial Group, Inc. Attn: Rick Hatm October 2, 2006 The Following are DLJ Mortgage Capital, Inc. wiring instructions: JOSEPHSON 06/29/06 06/29/06 FAIRBX 08/21/05 \$112,000.00 07/01/05 \$26,000.00 07/01/05 8.6000 13.7500 \$27,38 \$10.68 121 \$3,312.71 121 \$1,294.03 101,4641 101,3402 \$1,639,83 \$375.24 \$116,952.54 \$29,669.27 Reportiuse 60 Days Late for July 60 Days Late for July

# Credit Suisse Securities (USA) LLC

DLJ Montgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

### By Overnight Courier

January 12, 2007

Mr. Carey Flerro Cameron Financial Group, Inc. 1065 Hiiguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$502,956.52. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on January 19, 2007 to DLJMC as follows:

Citibank
New York, NY
ABA #:021-000-089
Account:DLJ Mortgage Capital, Inc.
Account #:30489038
Attn:Frederick Hahn
Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$118.17 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

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If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Kelvin Fynaardt

CREDIT SUISSE NO.967 P.18/24 MAY. 3.2007 3:33PM Case 2:07-cv-03746-LAP Document 1 Filed 05/11/2007 Page 41 of 45 403/130691 403/130692 Purchaser: Cantérone Finaincial Groupes No. issue Date: N/A - Actual Settlement Date: 88 0623406 0623406 FARREK 12/31/05 12/31/05 \$484,000,00 \$271.76 138 \$1238213 138 \$1238213 TOTAL DUE BLA WORTGASE CAPITAL, WC: 1/1/1/1990/1992 \$1,014,75 \$422,304.42 \$80,652.10 30 Days Late for Aug & 50 Days Late for Oct 30 Days Late for Aug & 50 Days Late for Oct

DLJ Mortgage Capital, Inc. ●Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 ●(212) 325-2000

#### By Overnight Courier

January 24, 2007

Mr. Carey Flerro Carneron Financial Group, Inc. 1065 Hiiguera Street San Luis Obispo, CA, 93401 USA

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Fierro:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of June 01, 2001 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Cameron Financial Group, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$54,361.84. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on January 31, 2007 to DLJMC as follows:

Citibank New York, NY ABA #:021-000-089 Account:DLJ Mortgage Capital, Inc. Account #:30489038 Attn:Frederick Hahn Ref: Cameron Financial Group, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$17.70 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Kelvin Fynaardt

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